

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **RM3072**Due Date: **01/14/03 at 3:00 P.M.**

Date Sent: December 20, 2002

Agency Contract

Goods and services to be
 purchased:

**CONTRACT TO PROVIDE TECHNICAL ASSISTANCE IN THE DEVELOPMENT OF AFFORDABLE
 HOUSING**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM3072

Due Date: 01/14/03

Vendor Name:

CONTRACT TO PROVIDE TECHNICAL ASSISTANCE IN THE DEVELOPMENT OF AFFORDABLE HOUSING PER ATTACHED RFP.

QUESTIONS ON SPECIFICATIONS CALL RICHARD WALKER AT (801) 538-8730.

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.

RX: 710 39000000003

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the

product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

(Revision 2/14/2000 - RFP.Instructions)

**STATE DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT**

**REQUEST FOR PROPOSAL (RFP)
#RM3072**

**CONTRACT TO PROVIDE TECHNICAL ASSISTANCE IN THE
DEVELOPMENT OF AFFORDABLE HOUSING**

1. PURPOSE:

This Request for Proposal (RFP) is issued to identify a provider of technical assistance to the “Utah Capacity Building Collaborative” and other identified agencies and organizations for the Division of Community Development, Department of Community and Economic Development of the State of Utah. The successful offeror must demonstrate the ability to provide technical assistance in the development of affordable housing.

2. GENERAL INFORMATION:

Seven (7) copies of your proposal must be received at the State of Utah, Division of Purchasing, 3150 State Office Building (Capitol Hill), PO Box 141061, Salt Lake City, Utah, 84114-1061, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration. Faxed RFPs will not be accepted. If you are delivering your proposal, please be aware of the construction at the Capitol and allow extra time. You will need a picture id to get through security.

Costs incurred in the preparation and submittal of proposals are the responsibility of the Offeror and will not be reimbursed.

Amendments to Proposals: Amendments to proposals will be accepted provided they reach the above named location by the proposal due date and time.

Contract Term: The contract will be for one year with no renewal options.

Eligibility: Any public or a private, non-profit or for-profit organization may submit proposals.

Contact Person: For RFP technical content related questions, you may contact Richard Walker, Division of Community Development, (801)538-8730. For procurement process related questions you may contact Roselle Miller, Purchasing Agent, Division of Purchasing and General Services, (801)538-3232.

Evaluation of Proposals: Proposals will be evaluated by a committee formed by the Olene Walker Housing Trust Fund Board, DCED staff, and a representative from the Collaborative.

Budget: \$75,000 over a one-year period. The Division of Community Development will utilize a variety of financial resources committed to the Utah Capacity Building Collaborative. Within the budgeted amount, DCED has committed to contract with a technical assistance provider. The contract amount cannot exceed \$75,000 annually.

Award: The Division of Community Development reserves the right to reject any and all proposals or withdraw this solicitation at any time. The award of a contract may not necessarily be made at the lowest cost, but will be made in accordance with the evaluation criteria. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State, with the highest scoring evaluation, taking into consideration all evaluation criteria set forth in this RFP.

If only one proposal is received in response to this RFP, the Division of Community Development may make a recommendation to the Purchasing Agent either to make an award or to re-solicit for the purpose of obtaining additional proposals.

Discussions may be held with Offerors submitting potentially acceptable proposals, and may include oral presentations. Factors not specified in this RFP will not be considered in determining the award. Specific proposed services will be finalized during contract negotiation.

The successful proposal will be open to public inspection for a period of 90 days after award of the contract. The entire proposal will be open unless the offeror requests in writing that trade secrets/proprietary data be protected. This request must accompany the proposal.

3. SPECIFIC INFORMATION:

Background: The Department of Community and Economic Development (DCED), Division of Community Development is currently providing technical *assistance* to non-profit housing providers through several partnerships. In addition the collaborative provides financial resources to competitively selected community based nonprofit housing developers and housing authorities. These pass-through funds are not part of this RFP. Currently there are ten member organizations funded by the collaborative.

It is expected that the offeror will assist in submitting applications for any HUD Super NOFA grant program for technical assistance announced in the spring of 2003. These funds, if awarded will be used to assist the collaborative and leverage existing resources and increase the technical assistance provided.

Offerors who have applied for or intend to apply for Olene Walker Housing Trust Fund monies for anything other than technical assistance are ineligible to participate in this Request for Proposals.

4. **WORK STATEMENT:** Description of work and services to be performed. The role of the competitively selected technical assistance provider within the one-year period will be as follows:

Actively participate in arranging and coordinating meetings of the members of the Utah Capacity Building Collaborative (the Collaborative) on a quarterly basis and provide training opportunities for members of the collaboration.

Provide technical assistance to interested cities, towns, or counties to create local housing trusts, revolving loan funds, and the development and implementation of affordable housing plans.

Facilitate Community Housing Development Organization (CHDOs), non-profits, and local government access to housing resources and expertise.

Provide project initiation technical assistance to least 6 members of the Utah Capacity Build the capacity to develop affordable housing opportunities with all members of the Collaborative and other community-based affordable housing developers on an as requested basis as time and funding allows.

Target technical assistance services to providers serving the homeless and the serious and persistently mentally ill (SPMI) persons in four rural areas of the state.

Provide technical assistance to a developer(s) to increase the number of units for supported housing for SPMI and homeless persons.

Provide technical assistance to Collaborative members and other identified organizations in the preparation of at least three multi-family Olene Walker Housing Trust Fund applications annually. Improve the quality, feasibility, and affordability of the projects submitted to the Olene Walker Housing Trust Fund Board.

Provide technical assistance to increase non-profit staff capacity and board expertise for Collaborative members.

Develop a consultant list of technical assistance providers in project development; property management; bond projects; and fund raising.

Identify, contact and apply for funding from at least 6 potential funding sources concerning obtaining additional leveraged funding for the Collaborative.

Develop a mechanism and clearinghouse for the Collaborative to access additional technical assistance.

5. **PROPOSAL CONTENT & FORMAT REQUIREMENTS:**

To be prepared by the Offeror. The proposal must consist of three sections.

a. Cover Letter: To contain the following information:

1) Name of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting.

- 2) Location of business office and service facility.
- 3) Name and address of corporate officers or partners.
- 4) Statement that attached Proposal meets all requirements of the RFP.
- 5) Request that trade secrets or proprietary information in the proposal be withheld from public inspection, if needed.
- 6) Statement that the Offeror agrees to Attachment A: Standard Terms and Conditions.

b. Technical Proposal: Must be in narrative format.

1) Required:

Measurable objectives to meet the technical assistance requirements as outlined in the Work Statement

System for internal evaluation of performance

Staffing: Number of persons to be involved, Titles, Education and Experience, Amount of time of each staff to be devoted to contracted services.

Experience of the Offeror in providing the specific services or similar or related services

Detailed explanation of any contingencies on which the Proposal is based

Structure of the Offeror's organization or sub-unit, if it is a large multi-function organization. Explain its relationship to the larger entity. Include an organizational chart.

How the Offeror proposes to meet any required time-lines

Location, Physical Plant, Equipment available.

c. Cost Proposal:

- 1) A complete and detailed budget proposal identifying all anticipated costs related directly to the potential contract.
- 2) A narrative or outline justifying all line item costs and explanation of how budget amounts are determined.

5. **PROPOSAL EVALUATION CRITERIA:**

1) Soundness of approach.

Project delivery is fully responsive to the needs defined and described in this RFP Work Statement. Goals and objectives are realistic. Demonstration of a clear understanding of the technical assistance needs and the RFP scope of work. (All in relationship to the proposed Budget detail)

Weight: **40**

2) Experience.

Description of the Offeror's experience in delivering contracted services, including existing working knowledge of the mission of the Utah Capacity Building Collaborative.

Weight: **25**

3) Personnel.

Description of positions, qualifications, experience, number, availability, time to be devoted to contract, etc.

Weight: **25**

4) Organization and managerial capability.

Description of the Offeror's functioning organization, governing structure, program and financial management resources, and assurance of ability to provide this service in a timely fashion.

Weight: **10**

During the proposal evaluation process, discussions may be conducted with offerors that submit acceptable or potentially acceptable proposals, however, proposals may be evaluated without such discussion(s).

An oral presentation by offerors may be required, at the option of the proposal evaluation committee, and would be scheduled during the evaluation process.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
(Revision date: Apr 24, 2002)